

## SERVICE AGREEMENT

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**THIS AGREEMENT**, entered into in East Hartford, Connecticut, hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Information Technology, Contracts and Purchasing Division, hereinafter referred to as the "State" or "Customer," located at 101 East River Drive, East Hartford, CT 06108, and **Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless**, hereinafter referred to as the "Provider" or "supplier," having its principal place of business at 5565 Glenridge, Atlanta, Georgia 30319. .

### THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

**Definitions:** When used in this Agreement the following terms shall have the following meanings as specified below:

**Affiliate.** Shall mean an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with CINGULAR WIRELESS or State. Control shall be defined as (i) fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; (ii) ownership of at least fifty percent (50%) of the voting power of voting equity; or, (iii) the ability to otherwise direct or share management policies of such entity by contract or otherwise.

**Equipment.** Shall refer to wireless mobile telephones, accessories, Handhelds, cradles, cables and any other equipment or accessories provided to State pursuant to this Agreement. Equipment does not include Software.

**Handheld.** A wireless handheld messaging device, including the cradle and cable, if ordered, and including any software or firmware resident on the device, approved by CINGULAR WIRELESS for use with Cingular Wireless Service.

**Service or Services.** The provision of Commercial Mobile Radio Services ("CMRS"), the Handheld Features selected by State, if any, and any and all other services provided to State pursuant to this Agreement.

**Software.** The software, in object code form, that is licensed to State pursuant to a separate software license agreement.

### 1. Payment And Installation.

Any applicable nonrecurring charges specified in this Agreement, including deposits or advance payments, are due in arrears. Monthly or quarterly service fees, together with applicable taxes or charges (which will be stated separately on the invoice), are due in accordance with State statutes. Failure to make payment within forty-five (45) days after which services have been rendered and an invoice provided, shall not constitute a default or breach, but rather, shall entitle Provider to receive interest on the amount outstanding after said forty-five (45) days in accordance with the State of Connecticut statutes. Within five (5) days of this Agreement becoming effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and Provider receipt of a purchase order, Provider will provide an estimated service date for wireless services ordered. Such estimated service date shall be within 45 days of Provider's receipt of the purchase order. Provider shall activate the wireless services ordered by the estimated service date provided that Provider shall be excused to the extent that (i) Customer has caused or contributed to a delay, or (ii) such delay was beyond the reasonable con-

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trol of Provider and in the event of the foregoing, the installation date shall be extended to the extent of such delay. Provider shall coordinate with Customer in the event of any unforeseen delay, and, if appropriate, cooperate to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties. If (i) there is an unexcused delay, (ii) the wireless services are not activated within thirty (30) days of the estimated service date, and (iii) the parties are not able to develop a mutually agreeable alternative proposal, Customer may terminate its order. Term and billing will commence on the earlier of the activation date or, in the case of a Customer not ready to accept activated service, thirty (30) days after the requested service date. The activation date is the date when wireless handsets or data devices activated on the Provider's network have been delivered to Customer for Customer's use.

Payment will be made only after presentation of a properly documented undisputed invoice. All invoices shall be sent directly to the Customer. All inquiries regarding the status of unpaid invoices shall also be directed to the Customer. In cases where there is a good faith dispute concerning the Provider's claim for payment, the State agency shall contact the Provider prior to payment due date. Where there is a good faith dispute concerning Provider's claim for payment, payment in whole or in part may be withheld. If the Provider corrects the defect or impropriety, Provider shall be entitled to payment.

All charges against the Provider, including credits, shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Provider shall pay the State, on demand, the amount of such charges.

### **2. Term.**

This Agreement shall become effective upon its approval as to form by the Attorney General of the State of Connecticut and continue for three years from that date. At the expiration of the initial three (3) year term of this Agreement there shall be two (2) single one-year optional extensions. Such optional extensions shall be exercised at the sole discretion of the State.

Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

### **3. Acquiring Products & Services**

a. Subject to the terms and conditions of this Agreement, Provider shall sell, transfer, convey and/or license to the Department any duly ordered Product. Such Products shall be identified in the Product Schedule and listed in Letter Orders issued by the Contracts and Purchasing Division.

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b. Any Letter Order that has been accepted by the Provider shall be immediately attached to this Agreement by the State and shall remain attached until such time as any and all Products, licenses and associated services listed in the Letter Order have been terminated. During the period of attachment, the Letter Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

c. Provider may supplement the Product Schedule at any time to make additional Products, services and related terms available to the Customer, provided that the effective date of each supplement is Stated thereon. Any supplement must be transmitted to the Customer with a cover letter, documenting formal approval of the supplement by a Provider representative then legally empowered to so act. The Product Schedule may be updated from time to time by the Provider requesting the addition or deletion of a Product in a writing to the State. The addition or upgrading of a Product is conditioned upon the new products being of a similar nature and having a similar use as the Products set forth in this Agreement.

d. Provider shall provide Customer with a discount on Service pricing as set forth in the Product Schedule.

e. The Department is authorized to use any Service or Product to develop and/or enhance the Department's systems only in the pursuit of its own business interests. The Department agrees that it shall use its best efforts to prohibit any unauthorized use of the Products or Services.

The Department shall use its best efforts also to ensure that only authorized personnel can request changes to new and existing Corporate Subscriber lines of service and upgrades. Cingular Wireless requires the name(s) of the Department's authorized representative who may add lines of service, and make changes to the account. The parties will work together to establish processes and procedures for account administration.

Acceptance of Service and/or Equipment shall occur within fifteen (15) days after Corporate Subscriber's receipt of such Equipment. If the Corporate Subscriber accepts the Equipment tendered under this Agreement, such acceptance shall be deemed a complete discharge of all of Cingular Wireless's obligations, and after such acceptance Corporate Subscribers shall have no remedy against Cingular Wireless nor the right to revoke such acceptance for any reason provided; however, that if Customer or its Corporate Subscribers within the fifteen (15) day period find the Equipment defective then Customer or its Corporate Subscribers shall return such Equipment and upon its return Cingular Wireless shall repair or replace the Equipment, or, if repair or replacement is not feasible, will refund to Customer or Corporate Subscriber the fees for the Equipment with no liability to Cingular Wireless other than for service-related charges including but not limited to; pro-rated access charges, airtime and usage charges, fees, taxes incurred by Customer or Corporate Subscriber up to time of cancellation.

#### 4. Rates.

Provider agrees to provide the wireless services at rates not exceeding the rates set forth in this Service Agreement. Upon Customer receipt of sixty (60) days' prior written notice, Provider may increase such rates effective July 1 of any Customer fiscal year provided such rate increase is limited to the lesser of five percent (5%) or the Consumer Price Index. Upon any such price increase, Customer may elect to terminate this Agreement, and be relieved of all obligations therefor, upon thirty (30) days written notice to Provider.

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### **5. Reports To The Auditors Of Public Accounts.**

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of State or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large State contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large State Provider takes or threatens to take any personnel action against any employee of the Provider in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Provider shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the State or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large State Provider shall post a notice of the provisions of this section relating to large State Providers in a conspicuous place which is readily available for viewing by the employees of the Provider.

### **6. Equipment.**

Only wireless handsets and data devices compatible with Provider's network may be used in connection with the wireless services to be provided. Provider will offer compatible handsets, data devices and accessories at the prices stated in this Agreement. All equipment is provided to Customer by Provider under this Agreement shall be subject to the terms and conditions herein.

### **7. Governmental Authorizations.**

Provider shall use reasonable efforts to obtain and keep in effect all necessary governmental authorizations necessary to provide the wireless services , and Provider shall take all such actions, at no cost to Customer, as may reasonably be required to maintain the wireless services in conformity with governmental requirements.

### **8. Default And Remedies.**

In the event Customer shall fail to pay any undisputed amount under this Agreement within 45 calendar days of the due date, Provider shall submit to Customer written notice of the breach. If Customer fails to pay Provider any amount due or fails to cure provisions of this Agreement, within thirty (30) days of receipt of such notice, Provider may terminate the wireless services hereunder immediately and pursue any and all other remedies provided for hereunder or at law or equity subject to the provisions of C.G.S. §4d-44. If Provider violates any provisions of this Agreement, Customer shall submit to Provider written notice of the breach.

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

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### 9. Language Required Pursuant To C.G.S. 4d-44.

The provisions of Section 4d-44 of the Connecticut General Statutes concerning continuity of systems in the event of expiration or termination of contracts, amendments or default of the Provider are incorporated herein by reference.

**Sec. 4d-44.** Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of State agency information system and telecommunication system facilities, equipment and services, in the event that work under such contract, subcontract or amendment is transferred back to the State or transferred to a different Provider, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Provider or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which the Provider or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by such Provider or subcontractor the opportunity for reemployment with the State.

The parties agree to enter into an amendment to this Agreement in order to comply with the provisions of Section 4d-44.

### 10. Limitations Of Liability

10.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY PROVIDER, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PROVIDER, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) THE GREATER OF AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE NETWORK SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED OR \$250,000. THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

10.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS,

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WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 PROVIDER ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.. The parties agree that the Wireless Communications and Public Safety Act of 1999 is hereby incorporated into this Agreement by reference and shall govern Cingular Wireless's liability and immunity for E9-1-1 service under this Agreement.

10.4 Customer shall be responsible to Provider as set forth in this Agreement for transmissions of content or use of the Services in violation of law, this Agreement. For the purposes of this Agreement only, any use or access of the Services provided pursuant to this Agreement shall be deemed to be use or access by Customer, except for use or access by any unauthorized party who, in violation of law, uses or accesses the Services without the consent or permission of CUSTOMER, either express or implied, after the CUSTOMER has taken all commercially reasonable documented safeguards to prevent such unauthorized use or access; provided that, as soon as CUSTOMER becomes aware of such unauthorized use or access, CUSTOMER immediately implements security measures to prevent such unauthorized use or access and provides notice and appropriate documentation of same to Provider. Provider shall be solely responsible to Customer for the Services. Nothing in this Agreement shall be construed as a requirement for the Customer to indemnify or hold the Provider harmless.

### 11. Limited Warranty.

Disclaimer of Warranties - Service. CINGULAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT OR PERFORMANCE WITH REGARD TO THE SERVICES PROVIDED HEREUNDER.

Disclaimer of Warranties – Equipment and Software. EQUIPMENT AND SOFTWARE COMES WITH A SEPARATE WARRANTY. EXCEPT AS MAY BE SET FORTH IN ANY EQUIPMENT OR SOFTWARE WARRANTY, CINGULAR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT, MISAPPROPRIATION OF TRADE SECRETS, OR PERFORMANCE WITH REGARD TO THE SOFTWARE OR EQUIPMENT.

### 12. Miscellaneous.

This Agreement may not be assigned by Customer without Provider's prior written consent. This Agreement may not be assigned by Provider without Customer's prior written consent and Provider's compliance with the requirements of the State's Comptroller's Office concerning such assignments, except that Provider may, without the Customer's consent, assign this Agreement to a present or future affiliate or successor. Any such written consent shall not be unreasonably withheld.

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ANY AND ALL WARRANTIES REGARDING THE WIRELESS SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THOSE EXPRESSLY STATED IN THIS AGREEMENT.

### 13. Year 2000 and Other Date Compliance.

The Provider warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, firmware ("item") or each service delivered under this contract shall be able to:

- (1) accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- (2) properly exchange date/time data when used in combination with other information technology;
- (3) perform as a system, if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the sole remedies available to the State under this warranty shall be: (i) Provider will take reasonable steps to repair or replace any listed product and/or item whose non-compliance with the Year 2000 warranty is material and adverse to Customer and is discovered and made known to the Provider in writing; and (ii) If Provider is unable to correct any such failure within 30 days following receipt of written notice from Customer describing the failure and the material and adverse impact on Customer, Customer may terminate this Agreement without liability. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the Provider warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The Provider warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

Notwithstanding the above, Provider shall not be responsible for any failures caused by: (i) a connecting carrier; (ii) use of the wireless services with any products, data or services that are not themselves Year 2000 Compliant; (iii) the CUSTOMER; or (iv) the failure of power, equipment, services or systems not provided by Provider.

### 14. Nondiscrimination And Affirmative Action Provisions.

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Provider agrees to comply with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small Provider or Provider of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The Provider agrees and warrants that in the performance of the contract such Provider will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Provider that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Provider further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Provider that such disability prevents performance of the work involved; (2) the Provider agrees, in all solicitations or advertisements for employees placed by or on behalf of the Provider, to State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Provider agrees to provide each labor union or representative of workers with which such Provider has a collective bargaining agreement or other contract or understanding and each vendor with which such Provider has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Provider's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Provider agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the Provider agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Provider as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Provider agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and providers of materials on such public works project.



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c. Determination of the Provider's good faith efforts shall include but shall not be limited to the following factors: The Provider's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Provider shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The Provider shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Provider shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Provider may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Provider agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### **15. Nondiscrimination Provisions Regarding Sexual Orientation.**

Provider agrees to comply with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The Provider agrees and warrants that in the performance of the contract such Provider will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Provider agrees to provide each labor union or representative of workers with which such Provider has a collective bargaining agreement or other contract or understanding and each vendor with which such Provider has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Provider's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Provider agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Provider agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Provider which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The Provider shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Provider shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of

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enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Provider may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

c. The Provider agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### **16. Executive Order No. Three.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the State labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The Provider agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State labor commissioner.

### **17. Executive Order No. Sixteen.**

This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be canceled, terminated or suspended by the Contracting agency for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

### **18. Executive Order No. Seventeen.**

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

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### **19. Workers' Compensation.**

Provider agrees to carry sufficient workers' compensation and liability insurance in a State, or companies, licensed to do business in Connecticut, and furnish certificates if required.

### **20. Approval Of Agreement.**

Customer and Provider represent that the persons who are their respective signatories to this Agreement are fully authorized to do so. This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut.

### **21 . Applicable Law. Jurisdiction.**

a. This contract shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This contract shall be deemed to have been made in Hartford, Connecticut.

b. The Provider irrevocably consents with respect to any permitted claims or remedies at law or equity, arising out of or in connection with this Contract, to the jurisdiction of the Connecticut Superior Court or the U.S. District Court for the District of Connecticut and with respect to venue in the Judicial District of Hartford-New Britain at Hartford or the U.S. District Court for the District of Connecticut in Hartford, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise.

c. Provider agrees to appoint agents in the State to receive service of process. In the event Provider fails to appoint said agent the Secretary of the State of Connecticut is hereby appointed by Provider as its agent for service of process for any action arising out of or as a result of this contract, such appointment to be in effect throughout the life of this contract including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by law.

### **22. Language Required Pursuant To C.G.S. §1-200 And §1-218**

Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

### **23. No Resale.**

Customer is not permitted to resell the wireless services.

### **24. No Third Party Rights.**

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Provider's performance obligations under this Agreement are to Customer and not to any third party. This Agreement does not expressly or implicitly provide any third party with any remedy, claim, cause of action or other right or privilege against Provider.

### **25. Contract Management.**

The vendor shall provide a semi-annual summary report to DOIT/Telecommunications and DOIT/Communications Services identifying billed entity and total billed.

### **26. Order Of Precedence.**

In the event of conflict of terms and conditions between or among the RFP, the Provider proposal and this Agreement, the order of precedence is:

1. This Agreement and any amendments
2. Cingular Wireless's Clarifications
3. RFP#990-A-24-7015 and its amendments
4. Cingular Wireless's BAFO response dated November 20, 2002
5. Cingular Wireless's original proposal dated February 14, 2001

### **27. Entirety Of Agreement.**

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the requirements of the issued RFP #990-A-24-7015, the Provider's response thereto dated February 14, 2001, do not contradict the provisions of Section 1 to Section 26 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein and constitute the entire Agreement of the parties which shall be governed and construed in accordance with the laws of the State of Connecticut. This Agreement, as thus constituted, contains the complete and exclusive Statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

SERVICE AGREEMENT

Reference No. B-04-004

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

SOUTHWESTERN BELL  
MOBILE SYSTEMS, LLC  
D/B/A CINGULAR WIRELESS

STATE OF CONNECTICUT

BY: Mark S. Collins

BY: Paul R.

NAME: MARK S. COLLINS

April 6, 2009

TITLE: Vice President / General Manager

Chief Information Officer  
Department of Information Technol-  
ogy  
duly authorized

DATE: 4-5-04

DATE: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

William B. N/C  
Attorney General of the State of  
Connecticut

DATE: 4/26/04